

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA

Plaintiff

vs

ROSARIO MARTI-LON

Defendant

CRIMINAL 04-0045CCC

O R D E R

Having considered defendant's Id. C entitled "Pharmaceutical Vendor Agreement," the Court RULES that this document, which has been used by defendant as an impeachment tool to attack the credibility of witness José A. Hernández, is not admissible as independent substantive evidence. This agreement dated August 17, 2001 between two companies, QK Healthcare, Inc., as purchaser, and MediVax Services Corp. represented by Mr. Hernández as its president and Mr. Agustín Rivera (Marketing and Exports), not only falls outside the scope of the conspiracy charged in the Indictment but does not serve to establish, as claimed by defendant, a parallelism between her relationship with MediVax Services Corp., a principal issue in this case.

The relationship between defendant, Martí-Lon and MediVax Services Corp. or its president, José A. Hernández, given the absence of terms and conditions set forth in a written agreement, can be established by the testimony of a party to that relationship and/or by documentary evidence of transactions that can explain its nature and scope. It cannot be established by reference to a written agreement executed ten months after the conspiracy ended by two companies, MediVax Services Corp. and QK Healthcare Inc., to which defendant was not a party and which is unrelated to the issues in this case. The circumstances of the relationship between Hernández/Medivax and defendant Martí-Lon are peculiar to them.

SO ORDERED.

At San Juan, Puerto Rico, on October 25, 2005.

S/CARMEN CONSUELO CEREZO
United States District Judge